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April 20, 1999

Ex Parte

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
The Portals
445 12th Street, SW
Washington, DC 20554

RECEIVED
APR 20 1999
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

**Re: CC Docket 98-147, Deployment of Wireline Services Offering
Advanced Telecommunications Capability**

Dear Ms. Salas:

At the request of the Common Carrier Bureau, attached is language regarding the availability of wholesale rates for resale contained in Bell Atlantic interconnection agreements with CLECs. Please place this material in the record in the above-captioned proceeding.

In accordance with Section 1.1206(a)(1) of the Commission's rules, an original and one copy of this notice are being submitted to the Secretary.

Sincerely,

A handwritten signature in cursive script that reads "Susanne Guyer".

Susanne Guyer

Attachment

cc: S. Pies

No. of Copies rec'd
List ABCDE

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If (i) SNiP reports to BA a Customer trouble, (ii) SNiP requests a dispatch, (iii) BA dispatches a technician, and (iv) such trouble was not caused by BA's facilities or equipment, then SNiP shall pay BA the applicable tariff rate for said dispatch. In addition, this charge also applies in situations when the Customer contact as designated by SNiP is not available at the appointed time. SNiP accepts responsibility for initial trouble isolation and providing BA with appropriate dispatch information based on their test results. If, as the result of SNiP instructions, BA is erroneously requested to dispatch within the Central Office, BA may levy on SNiP an appropriate charge, no greater than the applicable tariff rate for a dispatch in the context of a retail order. However, if BA imposes any charge on SNiP under this subsection 11.8 and the same trouble recurs and the cause in both instances is determined to be in BA's facilities, then BA shall refund to SNiP all charges applicable to that trouble that were erroneously levied on and paid by SNiP to BA plus interest at the rate applicable to refunds of overpayments pursuant to BA's Tariffs.

11.11 Rates and Charges

BA shall charge the non-recurring and monthly recurring rates for ULLs and other Network Elements set forth in Exhibit A as interim rates until such time as the Commission adopts permanent rates consistent with the requirements of the FCC Regulations. Such permanent rates shall be applied in the manner described in Exhibit A and subsection 20.1.2 below.

12.0 RESALE – SECTIONS 251(c)(4) and 251(b)(1)

12.1 Availability of Retail Rates for Resale

Each Party shall make available its Telecommunications Services for resale at the retail rates set forth in its Tariffs to the other Party in accordance with Section 251(b)(1) of the Act. In addition, BA and SNiP shall each allow the resale by the other of all Telecommunications Services that are offered primarily or entirely to other Telecommunications Carriers (e.g., Switched and special Exchange Access Services) at the rates already applicable to such services. BA shall also allow the resale by SNiP of such other non-Telecommunications Services as BA, in its sole discretion, determines to provide for resale under terms and conditions to be agreed to by the Parties.

12.2 Availability of Wholesale Rates for Resale

BA shall make available to SNiP for resale all Telecommunications Services that BA provides at retail to Customers that are not Telecommunications Carriers at the retail prices set forth in BA's Tariffs less the wholesale discount set forth in Exhibit A in accordance with Section 251(c)(4) of the Act. Such services shall be provided in accordance with the terms of the applicable retail services Tariff(s), including, without limitation, user or user group restrictions, as the case

may be, subject to the requirement that such restrictions shall in all cases comply with the requirements of Section 251 of the Act and the FCC Regulations regarding restrictions on resale. The Parties may also agree to negotiate term and/or volume discounts for resold services.

12.3 Availability of Support Services and Branding for Resale

BA shall make available to SNiP the various support services for resale described in Schedule 12.3 hereto in accordance with the terms set forth therein. In addition, to the extent required by Applicable Law, upon request by SNiP and at prices, terms and conditions to be negotiated by SNiP and BA, BA shall provide BA Retail Telecommunications Services (as defined in Schedule 12.3) that are identified by SNiP's trade name, or that are not identified by trade name, trademark or service mark.

12.4 Additional Terms Governing Resale and Use of BA Services

12.4.1 SNiP shall comply with the provisions of this Agreement (including, but not limited to, all applicable BA Tariffs) regarding resale or use of BA services. In addition, SNiP shall undertake in good faith to ensure that its Customers comply with the provisions of BA's Tariffs applicable to their use of BA's Telecommunications Services.

12.4.2 Without in any way limiting subsection 12.4.1, SNiP shall not resell (a) residential service to business or other nonresidential Customers of SNiP, (b) Lifeline or other means-tested service offerings, or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from BA, or (c) any other BA service in violation of any user or user group restriction that may be contained in the BA Tariff applicable to such service to the extent such restriction is not prohibited by Applicable Laws. In addition, SNiP shall be subject to the same limitations that BA's own retail Customers may be subject to with respect to any Telecommunications Service that BA may, in its discretion and to the extent not prohibited by Applicable Law, discontinue offering.

12.4.3 BA shall not be obligated to offer to SNiP at a wholesale discount Telecommunications Services that BA offers at a special promotional rate if such promotions are for a limited duration of ninety (90) days or less.

12.4.4 Upon request by BA, SNiP shall provide to BA adequate assurance of payment of charges due to BA in connection with SNiP's purchase of BA services for resale. Assurance of payment of charges may be requested by BA: if SNiP (a) in BA's reasonable judgment, at the Effective Date or at any time thereafter, is unable to show itself to be creditworthy; (b) in BA's reasonable judgment, at the Effective Date or at any time thereafter, is not creditworthy; or, (c) fails to timely pay a bill rendered to SNiP by BA. Unless otherwise agreed by the Parties, the assurance of payment shall be in the form of a cash deposit and shall be in an amount equal to the charges for BA services that SNiP may reasonably be expected to incur during a period of two (2) months. BA may at any time use the deposit or other assurance of payment to pay amounts due from SNiP.

identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/ Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/ Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.

1.61 "Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangement set forth in subsection 5.7 below.

1.62 "Service Control Point" or "SCP" means the node in the common channel signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

1.63 "Signaling Transfer Point" or "STP" means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.64 "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.65 "Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.66 "Switched Exchange Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access, and 900 access.

1.67 "Switching Element" is the unbundled Network Element that provides a CLEC the ability to use switching functionality in a BA End Office switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service to its end user customer(s). The Switching Element will be provisioned with a Port Element, which provides line side access to the Switching Element.

1.68 "Tariff" means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement. A Tariff shall not include BA's "Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services" which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).

1.69 "Technically Feasible Point" is As Described in the Act.

State	Discounts with BA OS & DA		Discounts without OS & DA		Discount Status
	Bus.	Res.	Bus.	Res.	
Connecticut	19.10%	19.10%	21.70%	21.70%	Permanent Doc#92-02-13&91-10-06
Delaware	16.00%	16.00%	20.00%	20.00%	Permanent (7/8/97) Resale Doc. # 96-324 7/9/97
District of Columbia	16.57%	16.57%	18.61% (SGAT) 24.70% (used in agreements)	18.61% (SGAT) 24.70% (used in agreements)	Interim Resale TAC6 12/2/96
Maine	23.76%	19.80%	25.74%	23.03%	Interim Resale Doc # 96-510
Maryland	19.87%	19.87%	19.87%	19.87%	Permanent (11/8/96) Resale Doc # 8731
Massachusetts	24.99%	24.99%	29.47%	29.47%	Interim Avoided Cost Study DPU Mass#14 DPU/DTE 94-185 Resale docket # DPU 96-73/74, 96-75, 96-80/81, 96-83, 96-94
New Hampshire	18.78%	17.30%	20.25%	19.04%	Interim Resale Doc # 96-252
New Jersey	17.04%	17.04%	20.03%	20.03%	Permanent Resale Doc TX95120631 12/2/97 set some permanent rates
New York	19.10%	19.10%	21.70%	21.70%	Permanent (1/20/97) Resale Doc 96-30
Pennsylvania	18.43%	18.43%	20.69%	20.69%	Permanent (2/6/97) Resale Doc R00963578
Rhode Island	14.26%	17.87%	16.38%	18.82%	Interim Avoided Cost Study Doc # 2518
Vermont	26.01%	18.20%	27.66%	20.43%	Interim Resale Doc 5906
Virginia	18.50%	18.50%	21.30%	21.30%	Permanent (11/8/96) Resale Doc PUC960100 et al
West Virginia	15.05%	15.05%	17.84%	17.84%	Permanent (5/16/97) Resale Doc 96-1516-T-PC